



To the Honorable Council
City of Norfolk, Virginia

April 28, 2015

From: David Ricks, Director of Public Works

Subject: VDOT Urban Project
Construction Agreement – Terminal
Boulevard Rehabilitation

Reviewed:

Ronald H. Williams, Jr., Deputy City
Manager

Ward/Superward: 1/7

Approved:

Marcus D. Jones, City Manager

Item Number:

R-3

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance to establish the Terminal Boulevard Pavement Rehabilitation Project and accept the Urban Project Construction Agreement between the Virginia Department of Transportation (VDOT) and the City of Norfolk for the project.

IV. **Analysis**

- *Terminal Boulevard Pavement Rehabilitation Project*

The project will provide concrete repairs and asphalt overlay to eastbound and westbound Terminal Boulevard from Hampton Boulevard to Ruthven Road.

V. **Financial Impact**

- VDOT funding of up to \$5,250,000 will come from state revenue sharing funds, MAP-21 federal funding, and CPR Bonds.
- Funding participation of the city's share of this project, in the amount of up to \$1,750,000, will come from funds appropriated in the FY15 Capital Improvement Program.

Cost Breakdown

Project	VDOT Funding	Required Total City Match	Total Funding
Terminal Boulevard Pavement Rehabilitation	\$5,250,000	\$1,750,000	\$7,000,000

VI. Environmental

N/A

VII. Community Outreach/Notification

Coordination with Norfolk Naval Base and the Virginia Port Authority has already begun. Coordination with other stakeholders and nearby Civic Leagues will occur prior to construction.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Project Executive Summary
- Urban Project Construction Agreement

Form and Correctness Approved: *RAP*By *Nathanial Seaman*
Office of the City Attorney

Contents Approved:

By *ed*
DEPT. Public Works

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose. *8x 3/15*

\$ 1,750,000.002275-10-8990*Ann McKelly*
Director of FinanceAccount
3/30/15
Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE REQUESTING THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ESTABLISH A PROJECT FOR THE TERMINAL BOULEVARD PAVEMENT REHABILITATION; APPROVING AN AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION; AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE TOTAL SUM OF \$1,750,000.00, SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AFORESAID AGREEMENT.

- - -

WHEREAS, the City of Norfolk (the "City") desires that the Virginia Department of Transportation ("VDOT") establish the Terminal Boulevard Pavement Rehabilitation Project; and

WHEREAS, in accordance with VDOT procedures, in order for VDOT to program Revenue Sharing projects in the City of Norfolk, it is necessary that a request for the establishment of such a project be made by the City; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Council hereby requests that VDOT establish the Terminal Boulevard Pavement Rehabilitation Project in the City of Norfolk.

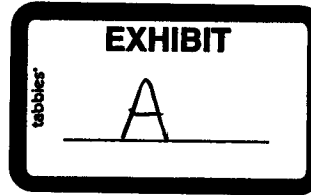
Section 2:- That the Agreement for the aforesaid project between the City and VDOT, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 3:- That the sum of \$1,750,000.00, is hereby appropriated and authorized to be expended for such purpose subject to, and in accordance with, the terms and conditions of the aforesaid Agreement.

Section 4:- That the City Manager and the other proper officers of the City are authorized to execute the Agreement on behalf of the City and to do all things necessary and proper to carry out its terms.

Section 5:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the said Agreement as may be necessary to carry out the intent of the Council as expressed in this ordinance.

Section 6:- That this ordinance is in effect from and after its adoption.



Project 0406-122-R22
UPC 105588

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
0406-122-R22	105588	Terminal Blvd	City of Norfolk

THIS AGREEMENT, made and executed in triplicate as of this ____ day of _____, 201__, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" or "VDOT" and the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "MUNICIPALITY".

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for Terminal Blvd Rehabilitation, eastbound and westbound lanes, Project # 0406-122-R22; UPC # 105588 hereinafter referred to as the "Project"; and

WHEREAS, the MUNICIPALITY has requested that the DEPARTMENT design and construct this project, and the DEPARTMENT has agreed to perform such work; and

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The DEPARTMENT shall:

1. Complete the project as identified in this agreement, advancing such work diligently based upon the schedule identified in Appendix A.
2. Perform or have performed for, all preliminary engineering ("PE"), right-of-way acquisition ("Right of Way"), construction, contract administration, and inspection services activities for the project as required.
3. Provide the MUNICIPALITY a payment schedule for the municipality's share of estimated project costs for PE and Right of Way and for Construction, in accordance with the tabulation provided in Appendix A, and as follows:
 - a) For the estimated MUNICIPALITY share, the estimated costs and payment schedule for PE and Right of Way will be determined after project scoping
 - b) For the estimated MUNICIPALITY share of construction costs, prior to the award of the construction contract, Appendix A will be modified to reflect estimated construction costs.
4. Remit invoices to the MUNICIPALITY for sums owed by the MUNICIPALITY in accord with the amounts and schedule set forth in Appendix A.
5. Upon completion of the project, reconcile MUNICIPALITY payments (based on MUNICIPALITY's estimated share of costs) against actual project costs allocable to the MUNICIPALITY, and reimburse MUNICIPALITY for any overpayments by the

MUNICIPALITY or remit an invoice to MUNICIPALITY for any underpayment/amount still owed by the MUNICIPALITY.

B. The MUNICIPALITY shall:

1. Remit payments to the DEPARTMENT, in accordance with the amounts and schedule provided in Appendix A, within 30 days of receipt of an invoice issued by the DEPARTMENT.

2. After project completion, operate and maintain the Project, or cause it to be operated and maintained, in accord with applicable DEPARTMENT guidance and standards and in a manner satisfactory to the DEPARTMENT or its authorized representatives and make ample provision each year for such operation and maintenance.

3. After completion of the Project or any part thereof, not permit any reduction in the number of or width of traffic lanes, or any additional median crossovers and enlargement of existing median crossovers, or any alterations to channelization islands, without the prior written approval of the DEPARTMENT.

4. Erect informational, regulatory and warning signs, curb and pavement or other markings and traffic signals in conformance with the standards shown in the current edition of the Manual on Uniform Traffic Control Devices unless otherwise directed or approved by the DEPARTMENT, in writing.

5. Not permit additional access points other than those access points designated on the Project plans, without prior written approval of the DEPARTMENT. MUNICIPALITY understands and agrees that Right of Way for the Project was acquired, in contemplation of rights of access being restricted to points designated on the Project plans.

C. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement, which are set forth as estimates in Appendix A, or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

D. Should the project be cancelled due to action or inaction by the MUNICIPALITY, the MUNICIPALITY shall be responsible for reimbursement of all funds in accordance with Section 33.2-348 of the Code. The MUNICIPALITY will also be responsible for any costs associated with claims and liabilities due to the early termination of any construction contract(s) or improvement(s) issued pursuant to this AGREEMENT.

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VIRGINIA DEPARTMENT OF TRANSPORTATION
Urban Project Construction Agreement:
FY15 Revenue Sharing Project

Terminal Boulevard Pavement Rehabilitation, Project No. 0406-122-R22, UPC 105588

I hereby certify that the money required for this agreement is in the City Treasury to the Credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

<u>CP Account (City Share):</u>	<u>Amount:</u>	<u>Contract:</u>
<u>4000 10 4205 5500 (FY15) (Terminal)</u>	<u>\$1,750,000</u>	<u>N/A</u>
 Total CP Accounts	 <u>\$1,750,000</u>	

Vender Code VDOTTR0100

Director of Finance

Date

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NORFOLK

By: _____
City Manager

Attest:

City Clerk

Contents Approved:

Director, Public Works

Approved as to Form and Correctness:

Deputy City Attorney

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

_____ Date

Signature of Witness

_____ Date

Attachments

Appendix A (UPC 105588)

VDOT Administered Urban Appendix A

Date: 2/23/2015

Project Number: 0406-122-R22 UPC: 105588 CFDA# 20.205 Locality: City of Norfolk

Project Location ZIP+4: 23502-2200	Locality DUNS# 074740069	Locality Address (incl ZIP+4): 810 Union Street Norfolk, VA 23510-2717
Project Narrative		
Scope: Terminal Blvd Pavement Rehabilitation; eastbound and westbound		
From: Ruthven Road		
To: Hampton Boulevard		
Locality Project Manager Contact Info: Heather Stanton, PE 757-664-7459; Heather.stanton@norfolk.gov		
Department Project Coordinator Contact Info: Bryant Porter, PMP 757-925-3620; Bryan.Porter@vdot.virginia.gov		

Project Estimates				
Phase	Estimated Project Costs	Estimated Start Date (month/day/year)	Estimated End Date (month/day/year)	Total Number of Months per Phase
Preliminary Engineering	\$192,000	12/5/2014	9/8/2015	9
Right of Way & Utilities	\$0			0
Construction	\$0	9/8/2015	7/27/2016	11
Total Estimated Cost	\$192,000	Total Months =		20
Estimate for Billing	\$5,892,000			

Project Cost and Reimbursement					
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Monthly Locality Payment to VDOT (Local Share Amount divided by Months above)
Preliminary Engineering	\$192,000	MAP-21	0.00%	\$0	\$ -
				\$0	\$ -
				\$0	\$ -
Total PE	\$192,000			\$0	\$ -
Right of Way & Utilities					
Total RW					
Construction	\$865,450	MAP-21	0.00%	\$0	\$ -
	\$2,442,550	CPR Bonds	0.00%	\$0	\$ -
	\$2,392,000	Revenue Sharing	50.00%	\$1,196,000	\$ 112,476.49
				\$0	\$ -
				\$0	\$ -
				\$0	\$ -
Total CN	\$5,700,000			\$1,196,000	\$ 112,476.49
Total Estimated Cost	\$5,892,000			\$1,196,000	

Total Maximum Reimbursement / Payment by Locality to VDOT	\$1,196,000
Total Maximum Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenditures)	

Project Financing					
MAP-21	State Match	CPR Bonds	Revenue Sharing State	Revenue Sharing Local Match	Aggregate Allocations (A+B+C+D+E)
\$845,960	\$211,490	\$2,442,550	\$1,750,000	\$1,750,000	\$7,000,000

Program and project Specific Funding Requirements	
<ul style="list-style-type: none"> The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE and RW costs. The billing will be adjusted to include the Construction estimate beginning at the award date. (If applicable) The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the locality subsequent to project completion without approval of the Department, the Locality inherently agrees by execution of this agreement, to make restitution either physically or monetarily as required by the Department. Upon execution of this agreement the locality shall make equal payments to VDOT \$ 1,750,000.00 over 1 months. 	
as follows:	
<ul style="list-style-type: none"> Revenue Sharing funds consist of the following years: <ul style="list-style-type: none"> FY15 - \$3,500,000 (\$1,750,000 Locality and \$1,750,000 VDOT) Any unused Revenue Sharing funds deposited with VDOT will be reimbursed to the locality at project completion. 	

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

PROJECT EXECUTIVE SUMMARY
VDOT Urban Construction Agreement
Terminal Boulevard Pavement Rehabilitation Project

This proposed VDOT-Administered Project is for pavement rehabilitation to eastbound and westbound Terminal Boulevard from Hampton Boulevard to Ruthven Road within Norfolk's right of way and between Ruthven Road to and including the westbound I-564 loop and to the I-564 ramp bridge over the Railroad in the eastbound direction within VDOT's right of way. Terminal Boulevard serves as the main roadway access between the Virginia Port Authority's Norfolk International Terminal main gate and Interstate 64.

In October 2013, the City requested VDOT FY15 Revenue Sharing funding with the intention of administering the project and the anticipation of additional FY16 Revenue Sharing funds. After further discussions between the State and the City, it was determined that VDOT would administer the project on behalf of the City and that all funds outside of the City's FY15 Revenue Sharing match component of \$1,750,000 would be funded through the State and Federal Highway Administration.

As such, VDOT requires execution of an Urban Construction Agreement to allow it to administer the portion of the project within Norfolk right of way. Financing for the Norfolk portion of the project will include VDOT Rev. Sharing Match, Map-21 funding, additional State funding, Federal Bond money, as well as City Revenue Sharing match funds.

The Department of Public Works requested and received \$1,750,000 in VDOT FY2015 Revenue Sharing funds and proposes to use these FY2015 Capital Improvement Plan funds as the Locality Revenue Sharing match funds. By execution of the Urban Construction Agreement and proposed City Council Ordinance, the City will provide \$1,750,000 in Capital Improvement Program (CIP) funding to VDOT towards the Terminal Boulevard Rehabilitation Project within 30 days of the executed Agreement.

VDOT has evaluated eight alternatives for the pavement improvements and, pending further investigation, is evaluating an alternative to remove 8-9" of existing continuously reinforced concrete pavement and replace it at the same grade with 9.5" of asphalt pavement or concrete, both eastbound and westbound. The project limits will include Terminal Boulevard from the intersection with Hampton Boulevard to and including the westbound I-564 loop and to the I-564 ramp bridge over the Railroad in the eastbound direction. 36% of the project limits is VDOT maintained while 64% is City-maintained.

Costs for the aforementioned alternative are estimated at \$9.2M (\$3.3M VDOT portion of roadway & \$5.9M City portion of roadway). The overall budget for the Norfolk portion of the project, as identified on the Appendix A of the Urban Construction Agreement, is \$7,000,000. The VDOT portion of the Terminal Boulevard Pavement Rehabilitation project is under a separate VDOT Universal Project Code (UPC) number and financing is not included in the subject Agreement.

The project is projected to be advertised in September 2015 with construction starting in March 2016. The project duration will be governed by Maintenance of Traffic restrictions, which are still being developed. Incentives and disincentives will be considered.